

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND
SANTA BARBARA CITY SUPERVISORY EMPLOYEES'
BARGAINING UNIT**

THIS AGREEMENT IS ENTERED INTO AS OF JUNE 7, 2005, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SANTA BARBARA CITY SUPERVISORY EMPLOYEES' BARGAINING UNIT, HEREINAFTER REFERRED TO AS "UNIT".

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the Unit, having met and conferred in good faith concerning the issue of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

FOR THE UNIT:

Kristine E. Schmidt
Employee Relations Manager

David Stubchaer, Supervising Engineer
Unit President

Rebecca Bjork
Wastewater System Manager

Rob Dayton
Supervising Transportation Planner

Bill McTomney
Public Works Administrative Officer

Araceli Esparza
Supervising Buyer

Jaime Limon
Senior Planner II

Susan Thomson
Water Treatment Superintendent

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

	<u>ARTICLE TITLE AND (ARTICLE #)</u>	<u>PAGE</u>
1.	BENEFITS-PERMANENT PART-TIME EMPLOYEES	1
2.	BEREAVEMENT LEAVE	1
3.	BILINGUAL SKILLS	1
4.	CAFETERIA PLAN	2
5.	CAREER STABILITY PAY	2
6.	CATASTROPHIC LEAVE	2
7.	CHILD CARE	2
8.	DEFERRED COMPENSATION	2
9.	DISABILITY RETIREMENT	3
10.	DISCIPLINARY ACTION	3
11.	DOMESTIC PARTNERSHIP BENEFITS	3
12.	DRESS CODE	3
13.	EQUAL EMPLOYMENT OPPORTUNITY	3
14.	EXEMPLARY PAY PLAN	4
15.	HEALTH AND SAFETY	4
16.	HOLIDAYS.....	5
17.	IMPLEMENTATION OF MOU.....	5
18.	INSURANCE.....	5
19.	LAYOFF POLICY.....	6
20.	LEAVE OF ABSENCE	6
21.	LIFE INSURANCE	7
22.	LONG-TERM DISABILITY INSURANCE	7
23.	MAINTENANCE OF BENEFITS	7
24.	MANAGEMENT RIGHTS.....	8
25.	MEETING AND CONFERRING.....	8
26.	MUNICIPAL CODE CHANGES	8
27.	OVERTIME	9
28.	PAYROLL	9
29.	PERSONAL LEAVE.....	9
30.	PROBATIONARY PERIOD.....	10
31.	PROCESSING OF GRIEVANCES/DISPUTES.....	10
32.	PROFESSIONAL REGISTRATION PAY	11
33.	PURPOSE	11
34.	RECOGNITION	11
35.	RECRUITMENT.....	12

36.	RENEWAL	12
37.	REPRESENTATION - UNIT OFFICERS AND REPRESENTATIVES	12
38.	RETIREE DENTAL INSURANCE	12
39.	RETIREE MEDICAL INSURANCE CONTRIBUTION	12
40.	RETIREMENT	13
41.	SAFETY EQUIPMENT.....	15
42.	SALARIES	15
43.	SALARY SURVEY	16
44.	SERVICE CREDIT FOR SICK LEAVE UPON RETIREMENT	16
45.	SEVERABILITY	17
46.	SICK LEAVE	17
47.	STANDBY PAY.....	18
48.	TERM OF AGREEMENT	18
49.	TRAINING.....	18
50.	UNIFORM MAINTENANCE ALLOWANCE.....	18
51.	UNIT CONVENTION ATTENDANCE	19
52.	VACATION POLICY	19
53.	WORK SCHEDULE	20
54.	WORKERS' COMPENSATION.....	20
55.	WORKING OUT OF CLASSIFICATION	21
APPENDIX A : SALARY SURVEY AGREEMENT		1
APPENDIX B: SUPERVISORY PERFORMANCE EVALUATION INSTRUCTIONS		1
APPENDIX C: CATASTROPHIC LEAVE POLICY (SUPERVISORS)		1
APPENDIX D: CHILD CARE PERSONNEL POLICIES		1

1. BENEFITS-PERMANENT PART-TIME EMPLOYEES

a. Effective May 1, 2005, employees filling positions authorized by City Council in the City's official list of authorized positions at 20 hours or more per week on a less than full time basis shall receive benefits as follows:

i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, and holiday equal to the percent of time regularly scheduled versus a regular work week rounded up to the nearest ten percent (10%).

ii. Vacation, and sick leave equal to the percent of time worked versus a regular work week rounded up to the nearest ten percent (10%).

b. Employees already filling positions authorized by City Council in the official FY 2004-2005 Position and Salary Control Resolution at 20 hours or more per week on a less-than-full-time basis as of May 1, 2005 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, and vision contribution).

2. BEREAVEMENT LEAVE

The City's current bereavement leave policy shall be up to five (5) days leave with pay and shall include the following immediate family members: mother, father, brother, sister, spouse, child, grandparents by blood or marriage, grandchildren by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, person standing in loco parentis, and step family members. In addition to the immediate family members listed herein, an employee shall be eligible for up to five (5) days bereavement leave with pay for his/her domestic partner and the domestic partner's immediate family, as defined above. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State.

The parties agree that co-worker funeral attendance will be acceptable to the City upon Department Head approval consistent with maintenance of operations.

Though bereavement leave pay is not applicable, the City shall encourage departments to make reasonable efforts to allow employees to use accrued vacation, compensatory time, or personal leave to attend the funeral of an aunt, uncle, or cousin.

3. BILINGUAL SKILLS

The City and the Unit agree to encourage employees to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable. Bilingual skills for purposes of this article may include both verbal interpretation and routine written translation skills. Complex written translations and complex verbal transactions during large group meetings may be performed if the employee possesses these skills.

Any employee who is requested by the City and agrees to bilingual designation and whose duty assignments require frequent and regular use of bilingual language skills in Spanish and in English with members of the public shall be designated by the Department Head in writing and said designation shall be approved by the Human Resources Manager, who shall test and certify the employees for verbal language proficiency and/or written translation skills as necessary.

All employees certified for use of bilingual skills shall receive compensation, per payperiod, in the amount of \$64.00.

As used in this section, the phrase "regular and frequent" means at least several times in each working day. Designation of the bilingual language skill is restricted to the actual needs of the position. An

employee's ability to read, write or speak Spanish occasionally or, incidental use of language skills in Spanish, or the use of bilingual skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual designation.

4. CAFETERIA PLAN

The City will provide a flexible benefit plan known as the "Supervisors' 125 Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code. The City shall contribute the following per employee, per month to the plan:

<u>Time Period Covered</u>	<u>Amount Per Month</u>
January 1, 2005 - December 31, 2006	\$815
January 1, 2007- December 31, 2007	\$855
January 1, 2008- December 31, 2008	\$895

The employee will distribute this money among the various cafeteria plan options.

5. CAREER STABILITY PAY

- a. It is agreed that employees receiving pay under the Career Stability Pay Plan previously instituted under Municipal Code Section 3.04.260 has been discontinued.

6. CATASTROPHIC LEAVE

Permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic off-duty illness or injury and anticipate exhausting all leave balances may request assistance under the City's Catastrophic Leave Policy. (See Appendix C.)

7. CHILD CARE

The City and the Unit agree to abide by all provisions of the City Child Care Policy (Appendix D).

- a. The City will provide a pre-tax salary reduction plan for dependent care needs in accordance with Section 129 of the Internal Revenue Code.
- b. One member of the Supervisory Employees' Unit shall be appointed to a Child Care Center Advisory Committee, if established
- c. All City child care subsidy amounts will apply across the board to all child care slots if a child care center is established.
- d. The City will explore establishing priority for a percentage of slots for City employee access to child care services provided in leased City facilities.

8. DEFERRED COMPENSATION

The City and the Unit agree that employees shall have the option of selecting deferred compensation as a benefit program.

9. DISABILITY RETIREMENT

a. An employee found physically or mentally incompetent to perform his/her regular duties shall be terminated pursuant to Charter Section 1007 or retired, if eligible, pursuant to State law and City regulations. An employee eligible to retire for non-industrial disability shall be entitled to use sick leave benefits to extend the date the employee is first eligible to receive retirement benefits for up to a maximum of ninety (90) days.

b. An employee later found not to be disabled shall be reinstated with back pay and benefits to the date such pay and benefits ceased.

c. In no case shall an industrially injured employee be entitled to use sick leave benefits to postpone the effective date of retirement.

10. DISCIPLINARY ACTION

a. Any proposed suspension, demotion, or termination of a supervisor, whether classified or unclassified, will be reviewed by Human Resources.

b. The City at its option shall have the right to amend Charter Section 1007 to eliminate procedural redundancies with current "Skelly" procedures required by State law and City regulations for classified employees.

c. If either federal or State law is adopted requiring binding arbitration of disciplinary disputes, the City, at its option, shall have the right to repeal the disciplinary appeal rights provided by Charter Section 1007.

d.. The City, at its option, may require an employee to forfeit vacation or holiday time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

11. DOMESTIC PARTNERSHIP BENEFITS

The City shall allow domestic partners dependent coverage under the medical, dental, and vision plans. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State. The affected employee(s) shall be responsible for all tax consequences of this benefit.

12. DRESS CODE

It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees and consistent with uniform requirements and safety policies established by the City. Failure to do so will result in an employee being directed to conform to the appropriate dress standard. No dress codes other than the above standard are to be established in the various departments.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. The City and the Unit agree that the provisions of this agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex/gender, age, national origin, political or religious affiliations, Unit membership, sexual orientation, marital status, disability, or pregnancy.

b. The City and the Unit agree to commit themselves to the goal of equal employment opportunity in all City services. Further, the Unit agrees to encourage their members to assist in the implementation of the City's equal employment opportunity program.

14. EXEMPLARY PAY PLAN

For the term of the contract the incentive program based on performance (as described at the end of Appendix B) is suspended.

This program provided lump sum bonus payments based upon the employee's total performance score as outlined in the supervisory performance evaluation instructions (Appendix B).

15. HEALTH AND SAFETY

a. The City and the Unit agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan. The City recognizes that it is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Unit will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Steward to his/her Department Head or his/her designated representative. On any matter of safety that is not resolved, consultation will take place between management and Unit representatives. Compliance with basic safety requirements will be part of each employee's performance evaluation criteria.

b. The City agrees to conduct a Safety Program on City time for the purpose of educating employees concerning the provisions of the Occupational Safety and Health Act as well as the City's safety policies. The Unit agrees to support, without qualification the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time. The City agrees that any safety courses the employees are required to take will be provided on City time with pay and that first aid training shall be provided to City designated employees in an on-duty status.

c. Both the City and the Unit recognize the need and will strive to reduce the number of industrial injuries among the employees.

d. The parties agree that the City shall perform on-site safety inspections in major work sites at least once a year, and to hold regular safety meetings with departmental safety coordinators. It is further agreed that the City shall continue to maintain vehicles and equipment in a safe operating condition and that no employee will be penalized for refusing to use vehicles or equipment proven to be unsafe pursuant to State law.

e. In departments where regular safety meetings are conducted, if minutes of those meetings are taken, copies of those minutes shall be posted on departmental bulletin boards. Departmental representatives will be permitted to place items on the safety meeting agenda and to attend these meetings to explain those items.

f. The City shall comply with all State and federal requirements that pertain to the operation of computer equipment. In addition, as part of its commitment to making a reasonable effort to provide and maintain a safe place of employment, the City shall review the health and safety implications of operating computer equipment.

g. Departments shall maintain binders of current Material Safety Data Sheets on substances with which Unit employees work or come into contact. These binders shall be made available for inspection at all reasonable times.

16. HOLIDAYS

a. The City and the Unit agree that the following days shall be observed as legal holidays by all employees in the Unit:

January 1st	(New Year's Day)
3rd Monday in January	(Martin Luther King, Jr.'s Birthday)
3rd Monday in February	(Washington's Birthday)
Last Monday in May	(Memorial Day)
July 4th	(Independence Day)
1st Monday in September	(Labor Day)
4th Thursday in November	(Thanksgiving)
The Friday immediately following Thanksgiving Day	
December 25th	(Christmas Day)

b. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be observed as a legal holiday.

c. Whenever a holiday occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off. Such day off shall be taken within sixty (60) calendar days, or shall be compensated at straight pay.

d. Whenever an employee is specifically required to work on a day which is being observed as a holiday, the employee shall receive an additional day off at straight time compensation and be compensated at the rate of time and one-half for the hours worked. The employee must take the additional day off within sixty (60) calendar days or shall be paid for that day on a straight time basis. Time and one half shall not be paid for hours that the employee voluntarily chooses to work, but is not required to work.

e. Nothing in this agreement shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California.

f. If the City Council grants Cesar Chavez Day as an additional City holiday during the term of this agreement it will be an additional holiday for bargaining unit members.

17. IMPLEMENTATION OF MOU

The City shall implement the provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

18. INSURANCE

The City and the Unit agree that for the period of January 1, 2005 through December 31, 2008, the City shall provide a Medical/Dental/Vision insurance program.

The City retains full and complete control over the selection, approval, and administration of the City's employee medical/dental/vision insurance programs to include selection of the carrier, insurance contract renewal, and changes in program specifications. However, medical/dental/vision insurance benefits effective during the course of this agreement shall remain at least equivalent to those in effect at the commencement of this agreement and shall include a medical plan option.

The City shall notify the Unit within two weeks of receipt by the City of any notification received regarding major changes in benefits or cancellation of contracts from insurance companies providing insurance coverage identified in this section. Upon such notification, a meeting will be scheduled with the Unit to allow information to be exchanged and afford the Unit the opportunity to consult with the City on the matter.

19. LAYOFF POLICY

a. The City and the Unit agree that any employee whose position is abolished, pursuant to Section 1008 of the City Charter, shall receive a minimum of thirty (30) days written notice prior to the effective date of abolition. The affected employee shall be given every opportunity through promotional examinations, transfers, and voluntary demotion to fill existing vacant positions. In the event that an employee scheduled to be laid off does not possess minimum qualifications for vacant positions, opportunity for trainee-level appointment to a vacancy in the bargaining unit will be considered. In no case shall open competitive recruitment be used to fill a vacancy until it is determined that no person holding a position to be eliminated meets the qualifications for the vacancy and that no person holding such a position has the potential and willingness to meet those qualifications pursuant to the trainee-level position ordinance (Municipal Code Section 3.04.055).

Notwithstanding the above, a Department Head shall have the sole right not to employ, accept transfer of, or demote any employee laid off who in the Department Head's sole opinion is not qualified for a position with due regard for the provisions of this agreement, City policy, and State and federal law. A Department Head, however, may not reject an employee who has "bump rights" to a position as provided herein.

b. The City's current policy on the abolition of positions and reduction of personnel by layoff shall provide that employees shall be laid off by department, division, classification, and seniority and performance ranking. Such seniority and performance ranking shall be determined by the employee's seniority and performance score derived by the sum of points assigned to seniority (total time with City) and the last two (2) performance evaluations so that both seniority and performance have equal weight in determining which employee shall be affected by layoff. Employees with the lowest score shall be laid off first. Employees affected by layoff shall have the right to return to the last position they previously held in the City service so long as they meet the position's current minimum qualifications and are physically able to perform and that position continues to exist. In cases where employees return to previous positions, the employees in that particular department, division and classification with the lowest seniority/performance ranking shall be the one laid off.

The City shall determine the seniority and performance ranking formula after consultation with the Unit subject to meeting the weighting requirements herein described.

c. Whenever the City Administrator submits a budget to the City Council requiring layoff of general employees or supervisory employees as outlined in Paragraph b, the City Administrator shall, at the time of budget submission, provide the Unit with a list of prospective layoffees and a seniority list from which eligibility for layoffs was determined.

d. The City may offer a separation enhancement plan to avoid layoffs.

20. LEAVE OF ABSENCE

a. It is agreed that supervisory employees shall have the right to request an extended leave of absence without pay for a period of up to one year for personal reasons or for additional schooling. If the leave is approved, the employee will have right of return but such leave shall be considered a break in service with no accrual of benefits. Leave approval will be at the discretion of the City Administrator.

b. Employees may be entitled to up to 12 weeks of leave, with benefit continuation and reinstatement rights, under the City's FMLA/CFRA Family Care and Medical Leave Policy for the birth of a child or to care for a newborn, for the placement of a child with an employee in connection with adoption or foster care, to care for a child, parent, spouse, domestic partner or child of a domestic partner who has a serious health condition, or for the employee's own serious health condition. For combined pregnancy and child bonding leave, the amount of leave available under this policy may be longer.

c. Extended Medical leaves of absence may be granted by the City Administrator for a period of up to a total of one year (including any period of FMLA/CFRA Family Care and Medical Leave) on request of the employee due to the employee's illness. The City shall continue to pay its contribution to insurance (medical, dental, vision, psychological, life, and long-term disability) for the longer of the first ninety (90) days of such medical leaves of absence, or any period of leave continuation provided under the FMLA/CFRA Family Care and Medical Leave Policy.

d. The following criteria will be used in determining the granting of personal or extended medical leaves of absence:

1. Employee's seniority in City service;
2. Employee's job performance record;
3. Employee's disciplinary action record; and
4. Needs of the City.

e. No sick leave, vacation or holidays shall accrue to any employee during any full biweekly pay period in which the employee is on authorized leave without pay. Employees on leave without pay (other than medical) shall also be responsible for full payment (employer and employee portion) of insurance premiums.

f. No sick leave, vacation, or holiday shall accrue or be paid to employees during any period of authorized leave without pay or suspension.

g. "Continuous service" means employment with the City without break or interruption; in computing continuous service for the purposes of this chapter, neither military leaves nor leaves of absence on account of illness, whether with or without pay, shall be construed as a break in employment or service. Other absences aggregating in excess of ninety (90) days in any period of twelve (12) months, including layoffs on account of lack of work, lack of funds, or abolishment of positions shall be construed as breaking "continuous service".

21. LIFE INSURANCE

The City will provide a term life insurance policy covering the employee in the amount of one (1) year's annual salary (effective January 1st of each year) or \$60,000, whichever is greater, with an equal accidental death and dismemberment provision.

22. LONG-TERM DISABILITY INSURANCE

The City will provide a long-term disability insurance plan by enrolling Unit members in the City of Santa Barbara Long-Term Disability Plan.

23. MAINTENANCE OF BENEFITS

The City and the Unit agree that all benefits, other than direct wages, as provided by ordinance, resolution, and City Charter, which are in existence at the commencement of this agreement, shall not be diminished, lessened, or reduced for the duration of this agreement.

Wage adjustments as provided for from time to time by ordinance or resolution, or by City Charter, as may be amended, shall also continue for the duration of this agreement.

The City and the Unit agree that the City has the right and prerogative to assign duties to and direct employees in accordance with applicable job specifications and Section 3.12 of the Santa Barbara Municipal Code.

24. MANAGEMENT RIGHTS

The City and the Unit agree that the City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged, or modified any such rights in this agreement. Such rights shall include but not be limited to the sole right to determine the organization structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services, and to exercise complete control and discretion over the technology of performing the City's work. The City retains complete authority over the policies and direction and administration of all City departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications consistent with applicable laws and with due regard for provisions of this agreement.

25. MEETING AND CONFERRING

The City and the Unit agree to meet and confer regarding renewal of the Memorandum of Understanding by using the concept of Mutual Gain Bargaining as utilized in the successful contract negotiations of 1991. Mutual Gain Bargaining principles to be observed include important assumptions such as focusing on issues not personalities, interests not positions, and satisfying mutual interests. The Unit and the City recognize that bargaining enhances the ongoing relationship between both parties, that both parties can win in bargaining and can help each other do so, and that open and honest discussion expands the area of mutual interests therefore expanding the options available to the parties to arrive at successful solutions.

26. MUNICIPAL CODE CHANGES

The Unit agrees to support the following specific changes to Title 3 of the City of Santa Barbara Municipal Code.

- a. Delete Section 3.04.200 (Filling Vacancies).
- b. Change Section 3.04.161 (Permanent/Part-Time Employees - Unclassified) to refer to "unclassified part-time" employees rather than "permanent part-time employees" or "permanent part-time employees- unclassified", and to make the part-time employee benefits provisions consistent with the "Benefits- Part-time Employees" Article of this Agreement. In addition, change the definition of an unclassified part-time employee to cover employees filling positions officially authorized by the City Council for at least twenty hours per week, but not more than thirty hours per week.
- c. Delete Section 3.04.260 (Career Stability Pay).
- d. Delete Section 3.16.400 (Mandatory Retirement Age).
- e. Amend Section 3.08.100 (Procedure for Payment Upon Termination) and Section 3.16.390 (Resignation) to remove the requirement for 2 weeks notice for receipt of accrued vacation pay upon termination of employment.
- f. Delete Section 3.04.230 (Compensation, Procedures) and replace with salary setting provisions outlined in Section 1211 of the City Charter (Salaries. Annual Adjustment).

In addition, during the term of the Agreement the City and the Unit shall meet and confer with regard to any further City proposed changes to Santa Barbara Municipal Code Title 3 which are within the scope of representation

27. OVERTIME

- a. The City and the Unit agree that overtime work will be assigned to the employees on a rotation basis whenever possible.
- b. Overtime compensation shall accrue in fifteen minute minimum blocks of time for work performed fifteen minutes or more beyond a regularly scheduled work day or work week.
- c. If an employee is called back to duty on an overtime basis, such employee shall be compensated for no less than two (2) hours overtime. If an employee is called back to work on an emergency basis, if conditions permit, the City shall provide said employee with nourishment and/or a rest period of appropriate duration.
- d. The parties agree that employees have the right to request cash payment or compensatory time off (CTO), but that approval of one or the other benefit remains the right of the City consistent with the needs of the City.

Overtime worked shall be compensated at the rate of one hour of CTO for one hour of overtime worked or one and one-half hour cash out for one hour of overtime worked.

Overtime not cashed out shall be maintained in a CTO "Bank". An employee may accrue up to 100 CTO hours in his/her bank. The employee may maintain this bank unless the employee terminates or agrees to cash out a portion of all the hours in the bank. Management will make every effort to provide employees with opportunities to take compensatory time off to avoid exceeding the bank limit. The City retains the right to cash out CTO hours other than the 100 hour bank described above at the overtime rate.

It is agreed that the City has the right to require employees to take compensatory time off but shall provide a minimum of seven (7) calendar days advance notice in such cases.

- e. Prior management approval is required for the use of CTO, however employees may use CTO hours from their overtime bank without prior notice for time off due to illness or injury of their spouse or children. Such emergency leave shall not be unreasonably withheld by the City. Emergency leave shall be deducted from the employee's CTO bank. No emergency leave payment shall be made except after satisfactory evidence of dependent illness or injury has been accepted and approved by the Department Head.
- f. The City and the Unit agree that overtime work accrued during a declared disaster as determined by the President of the United States, the Governor of the State, the Mayor of the City, City Council, or the City Administrator shall be compensated at the rate of time and one-half providing that the City is reimbursed at the rate of time and one-half wages in Federal or State Disaster Relief Funds.

28. PAYROLL

Employees who receive payroll overpayment, shall reimburse the City for such overpayment. The City shall establish a reasonable schedule of payments based upon the amount of such overpayment and date overpayment was made.

29. PERSONAL LEAVE

- a. Employees shall be entitled to the same number of personal leave days as the General Employees' Bargaining Unit agrees to.
- b. Personal leave days must be taken by the end of each fiscal year or lost. Personal leave shall be scheduled on the same basis as vacation. In no case shall employees be entitled to cash payment for personal leave days not taken.

c. The City shall maintain minimal staffing on workday afternoons prior to New Year's and Christmas holidays so that as many employees as possible may enjoy personal leave, vacation, or CTO at those times.

30. PROBATIONARY PERIOD

The probationary period required by Charter Section 1004 may be extended beyond one (1) year by signed mutual agreement of City and employee.

31. PROCESSING OF GRIEVANCES/DISPUTES

a. Grievances shall be defined as an alleged violation of this agreement or dispute regarding interpretations, application, or enforcement of this agreement or the City Charter, City ordinances, resolutions, and written policies related to personnel policies and working conditions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion, disciplinary action, performance evaluations, probationary terminations and items subject to meet and confer.

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within thirty (30) calendar days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

b. The Unit agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. At the City's discretion, time spent by City employees on the investigation and processing of grievances will be recorded on a form provided by management.

Representatives will be permitted reasonable time off with pay for the investigation and processing of grievances after first obtaining permission from his/her Department Head. Such permission will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering a work location, the representative shall inform the appropriate Department Head and supervisor of the nature of his/her business. An employee pursuing a grievance shall be granted permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available, the representative will be immediately informed when the employee will be made available.

c. The City and the Unit agree that all grievances will be processed in accordance with the following procedure.

Any employee who has a grievance shall first try to get it settled through discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he/she may file a formal appeal in writing to his/her Department Head within ten (10) calendar days after receiving the informal decision of his/her immediate supervisor.

The Department Head receiving the formal appeal shall render his/her written decision and comment to the employee within ten calendar days after receiving the appeal.

If after receipt of the written decision of the Department Head the employee is still dissatisfied, he/she may appeal the decision of the Department Head to the City Administrator. Such appeal shall be made by filing a written appeal to the City Administrator within five (5) working days after receipt of the written decision of the Department Head. The City Administrator shall review the decision of the Department Head, and his/her decision, which shall be rendered within twenty-five (25) working days after the appeal is made, shall be final. The City Administrator may request the advice of the Board of Civil Service Commissioners in any grievance proceeding, but he/she shall not be bound to follow any recommendation of the Board.

The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process.

d. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the employee's Department Head shall be filed directly with the Assistant City Administrator who shall provide a written response within ten (10) calendar days.

An employee may appeal the response of the Assistant City Administrator. The employee's appeal and City Administrator's response shall be handled in accordance with the procedures in section "c" above.

e. Disputes or complaints regarding open competitive or promotional examinations for employment shall be processed in accordance with the policy adopted by the City Administrator. The City shall consult with the Unit prior to adopting or amending such policy.

f. Disputes or complaints regarding performance appraisals shall first be discussed with the individual who made the appraisal. An employee dissatisfied with the appraiser's response may discuss his/her complaint with the individual at the next higher level of supervision whose decision shall be final. An employee may be represented by counsel or other individual during these discussions.

32. PROFESSIONAL REGISTRATION PAY

It is agreed that any Supervising Engineer who has responsible charge for sealing City design projects by using his/her professional registration shall receive an additional 4.0% of his/her biweekly salary.

33. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this memorandum; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by the memorandum.

34. RECOGNITION

a. Pursuant to the provisions of Section 3.12 of the Municipal Code of the City and applicable State law, the Unit is recognized as the majority representative of the City supervisory employees and as the exclusive bargaining agent for the employees in said Unit.

b. The terms "supervisory employee(s)" or "employee(s)" as used herein shall refer only to full-time or permanent part-time employees serving in classifications who occupy positions designated as supervisory and authorized by the City Council in the City's official list of authorized positions.

Classifications may be added to or deleted from the supervisory employees bargaining unit in accordance with the provisions of this agreement and the City's Employer/Employee Relations Ordinance.

35. RECRUITMENT

The names of nine (9) more eligibles (including tie scores) than the number of vacancies shall be certified to the appointing authority in alphabetical order for classified positions.

36. RENEWAL

The City and the Unit agree that, for the term of this agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement, except as to meeting and conferring over the renewal or continuation of this agreement, or as otherwise provided herein.

It is further agreed that nothing in this agreement shall in any way diminish the rights of the employees, the City, or the Unit as established by the Meyers-Miliias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

37. REPRESENTATION - UNIT OFFICERS AND REPRESENTATIVES

a. The City and the Unit agree that Unit officers and representatives will be allowed to meet with City management during normal work hours on City time for the purpose of meeting and conferring in good faith and without loss of pay or any benefits.

b. The Unit agrees to provide the City with a list of Unit officers and employee representatives, with their job classifications, who are authorized to meet and confer in good faith. The Unit shall keep the list up to date.

c. The City agrees that authorized Unit representatives shall be given access to work locations during working hours to conduct Unit grievance investigations and/or observe working conditions. Such visits are to be made with the prior knowledge and approval of the Department Head and a management representative may accompany the Unit staff member on the visit.

d. The Unit shall provide the City with a list of representatives and shall update said list as appropriate.

38. RETIREE DENTAL INSURANCE

a. The City will provide information on available individual dental plans to any Unit employee who retires. The premiums for any such dental plans shall be paid by the retiree.

c. At such time in the future that the General Employees' Unit bargains for and receives a dental insurance option for retirees, the City and the Unit agree to meet and confer regarding a dental insurance option for Unit Retirees.

39. RETIREE MEDICAL INSURANCE CONTRIBUTION

a. This provision is applicable to employees who retire from City service on or after January 1, 2005 and

1. Have 15 or more years of classified or unclassified service; or
2. Retire from the City with an industrial disability.

b. For employees who retire on or after April 1, 2005, the City shall contribute \$8.00 per month, per year of service up to a maximum of 35 years (i.e., \$280.00/month) towards the purchase of medical insurance for the retiree and his/her spouse or domestic partner registered with the City Clerk or the Secretary of State, if applicable. The City shall increase the contribution as follows:

<u>Retiring On or After</u>	<u>Dollar/Month/Yr of Service</u>	<u>Maximum (35 Years)</u>
October 1, 2005	\$8.25	\$288.75
October 14, 2006	\$8.50	\$297.50
October 13, 2007	\$8.75	\$306.25

c. The retiree is not limited to the purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as reasonably determined by the City.

d. The City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first, provided however, that if the retiree dies before reaching the age of 65 and there is a surviving spouse or registered domestic partner, the City's contribution shall cease when the retiree would have reached 65. Thereafter, the spouse or domestic partner may remain on the insurance plan, at his/her cost, subject to the conditions set forth by the insurance company.

e. If any Court decision with binding effect on the City of Santa Barbara rules that a retiree medical provision like the provision contained herein violates the State or Federal law against age discrimination, the parties agree that within 30 days they will reopen negotiations on said provision to convert to a retiree medical policy with equivalent cost that does not violate age discrimination law. The parties agree that whatever policy is agreed upon will not reduce or increase the City's contribution toward retiree medical insurance.

40. RETIREMENT

a. Except as may be modified by section "f" below, the City will provide the two percent (2%) at age fifty-five (55) benefit formula for Miscellaneous employees under the Public Employees' Retirement System (PERS), pursuant to Government Code 21354. The City will contribute the entire 7% PERS normal Miscellaneous employee's contribution, which shall be credited to the member's account. The City shall report the value of the 7% (Miscellaneous) Employer Paid Member Contributions (EPMC) to PERS as compensation earnable through enabling City resolution, pursuant to Government Code Section 20636(c)(4),

b. The following contract provisions shall apply to the Miscellaneous Plan:

1. The City will provide One-Year Final Compensation pursuant to Government Code 20042.
2. The PERS contract shall provide for Military Service Credit as Public Service under Government Code Section 21024 and for Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031.
3. The PERS contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) pursuant to Government Code Section 21023.5.
4. The City will provide the Fourth (4th) Level of 1959 Survivor Benefits pursuant to Government Code Section 21574.

c. The PERS contract shall provide local safety member status under a 3% at 50 benefit formula to employees regularly assigned as Harbor Patrol Supervisors pursuant to Government Code 20423. The City will continue to pay the entire 9% PERS normal employee's contribution for Harbor Patrol Officers during the term of the agreement, which shall be credited to the member's account. The City shall report the value of the 9% (Harbor Patrol Safety) Employer Paid Member Contributions (EPMC) to PERS as compensation earnable through enabling City resolution, pursuant to Government Code Section 20636(c)(4),

d. The following contract provisions shall apply to Safety retirement plan applicable to Harbor Patrol:

1. The City will provide One-Year Final Compensation.
2. The PERS contract shall provide for Military Service Credit as Public Service under Government Code Section 21024 and for Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031.
3. The City will provide the Second (2nd) Level of 1959 Survivor Benefits.

4. The PERS contract shall provide for Post Retirement Survivor Benefits and Post Retirement Survivor Allowance to Continue After Remarriage.

e. The City is authorized to amend its contract with PERS immediately, in order to be able to implement the incentives listed below:

Upon the declaration of the Council of the City of Santa Barbara that the State of California's budgetary or fiscal impacts on the City's budget has caused grave fiscal conditions to exist that require prompt and immediate attention, the City may offer the following early retirement incentives to applicable employees:

1. Two years additional service credit in accordance with Government Code Section 20903; and/or
2. City payment of Military Service Credit as Public Service in accordance with Government Code Section 21024.

f. The City shall meet with each of the employee groups representing employees covered under the miscellaneous plan to determine if they have an interest in conducting an election to amend the PERS contract to provide the 2.7% at 55 PERS retirement benefit. Unless each such employee group has formally agreed to conduct an election, and each group has agreed to the cost-sharing terms listed below by May 15, 2005 (or by July 15, 2005 if other employee organizations also agree to such extension), no election shall be conducted and the remaining terms of this Memorandum of Understanding will continue in full force and effect.

If an election is held, the following provisions shall apply:

1. There will be one consolidated voting unit. At their option, each regular employee bargaining unit in the miscellaneous plan may vote separately in the election to determine their respective approval or disapproval of the amendment, rather than voting with the consolidated voting unit. Each group of regular employees that elects to vote separately shall be a voting unit.
2. Approval of the Amendment shall require a simple majority of each voting unit, including the consolidated voting unit. Every voting unit must approve the amendment for the amendment to pass.
3. Approval of the PERS amendment as a result of the election shall require miscellaneous employees to pay the full cost of the benefit, including the effects of market volatility, according to the following formula:
 - a. If the PERS miscellaneous plan employer rate is exactly equal to 20.164%, the employee shall pay 7.162% of the 8% required employee contribution. {Note: this means the City will no longer pick up the current 7% employee contribution}
 - b. If the employer rate is less than 20.164%, the employee shall receive credit for 30.559% of the amount by which the employer rate is less than 20.164%. The credit shall be applied until the City again pays a full 7% of the 8% required employee contribution. [For example: If the employer rate is only 18.164% of PERS-able compensation, the City will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 1.448%];
 - c. If the employer rate exceeds 20.164%, the employee shall pay 30.559% of the amount by which the employer rate exceeds 20.164%. The employee shall pay for this cost in the following manner:
 - i. First, through an increase in the employee-paid portion of the 8% required employee contribution up to a maximum increase of 0.838%. [For example: If the employer rate is 22.164% of PERS-able compensation, the employee will pay an additional 0.61% (2% times 30.559%) of the 8% employee

contribution, for a total of 7.772%];

ii. Second, through payroll deduction.

[For example: If the employer rate is 25.164% of PERS-able compensation, the employee will pay an additional 1.528% (5% times 30.559%) of PERS-able compensation as follows: an additional 0.838% (8%-7.162%) to cover the full 8% employee contribution, and a payroll deduction equal to 0.69% (1.528%-0.838%) of PERS-able compensation.]

d. The City may offer alternate cost-sharing terms for those hourly (temporary) employees in the PERS retirement plan.

4. If the amendment is approved by the election, the PERS amendment shall be implemented with an effective date as soon as practicable following approval by election, but no sooner than July 1, 2005.

5. If the amendment is disapproved by election, no change to the PERS contract will be made and remaining terms of the Memorandum of Understanding will continue in full force and effect.

41. SAFETY EQUIPMENT

The City and the Unit agree that the City will either provide all safety equipment required by the City or will reimburse the employee for purchasing the equipment whenever such equipment has been required by the City as necessary for the job. Such equipment shall include, but not be limited to, safety shoes, safety glasses, helmets, gloves, boots, life jackets, and all related safety items. Both parties agree that the City shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures, and limitations and exclusions.

The City shall provide prescription safety glasses to those employees who wear prescription glasses and perform duties that require the use of safety glasses. Such employees shall provide the City with the lens specifications prescribed by the employee's doctor. The City will provide the initial pair of safety glasses based upon this prescription and shall replace same only upon a subsequent substantial change of prescription or evidence acceptable to the City that said prescription safety glasses are rendered unusable by accidental damage suffered while performing assigned duties.

Notwithstanding the above, the parties agree that employees designated by the City as required to wear steel-toed safety shoes, in the performance of their duties, shall be eligible to receive an annual allowance for the provision of said shoes upon the presentation of valid claims in keeping with City established procedures in amounts not to exceed the amounts established for general employees.

42. SALARIES

a. Across-the-board salary increase for all classifications during the term of this agreement will be as follows:

Date of increase	Amount of Increase
4/02/2005	4.0%
4/01/2006	4.0%
4/14/2007	3.5%
4/12/2008	3.5%

b. In the first year of the contract, effective April 2, 2005, the following classifications will receive additional adjustments:

	Amount of Increase
Administrative Clerical Supervisor	3.0%
Administrative Supervisor	3.0%
Senior Deputy City Clerk	3.0%
Library Circulation Supervisor	3.0%

Supervising Librarian	2.0%
Senior Librarian	2.0%
Harbor Patrol Supervisor	3.5%
Streets Maintenance Superintendent	5.0%
Building Inspection/Plan Check Supervisor	3.5%
Facilities and Construction Superintendent	5.0%
Wastewater Treatment Superintendent	2.5%
Water Treatment Superintendent	2.5%
Water Distribution Superintendent	2.5%
Wastewater Collection System Superintendent	2.5%
Wastewater Treatment Supervisor	2.5%
Water Treatment Supervisor	2.5%
Water Distribution Supervisor	2.5%
Wastewater Collection System Supervisor	2.5%
Treatment Plant Technician Supervisor	2.5%

c. Effective at the beginning of the first full pay period after September 15, all supervisory employees eligible for a merit increase shall receive a merit increase as outlined in Appendix B.

d. Employees shall receive at least a five percent (5%) salary increase upon promotion provided, however, the City shall not be required to pay a salary in excess of the salary range authorized for the appropriate classification by the City Council in the official Position and Salary Control Resolution.

e. The City shall make every effort to maintain Supervisory classes fifteen (15) to twenty (20) percent above the highest paid subordinate depending on the difference in responsibilities and the programmatic/section responsibilities of the class; if multiple supervisory or subordinate class levels exist, this differential may be set at ten (10) percent.

f. The salaries of employees who are reclassified shall be set at a level determined by the City subject to the following: (1) in no case shall the salary of an employee who receives an upward reclassification be less than the employee's salary at the time of reclassification, and (2) in no case shall the salary of an employee reclassified downward be set below the level the employee was previously receiving in the higher classification.

g. Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth. The probationary period shall begin on the first day of employment.

43. SALARY SURVEY

The City Agrees to conduct a salary survey, as detailed in Appendix A.

44. SERVICE CREDIT FOR SICK LEAVE UPON RETIREMENT

At the time of retirement, the City purchases an annuity for the retiring supervisor that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code 20965.

The following conditions apply to this benefit:

a. In order to qualify for service credit for sick leave upon retirement, the retiring supervisor must have at least 500 sick leave hours;

b. The conversion rate of 0.004 years (which equals one day) of service credit for each day of sick leave is utilized;

Example:

A Miscellaneous employee retires at age 55 (2% benefit factor under the 2% at 55 formula) with an average monthly salary in the highest year of \$4,000. If the employee has 600 hours of sick leave:

600 hours of sick leave ÷ 8-hour day
= 75 days of sick leave x .004 years conversion rate
= 0.3 years of service credit.

0.3 years service credit x 0.02 (2% benefit factor) x \$4,000 average monthly salary
= \$24.00 per month annuity

c. The retiring supervisor may take the cash purchase value of the annuity in lieu of the monthly annuity;

d. Safety group members who obtain 85% of final compensation upon retirement are not eligible for this benefit. (All safety group PERS contracts limit a safety member's maximum annual pension to no more than 85% of final compensation regardless of the length of service and this benefit carries the same restriction); and

e. If the City amends its PERS Miscellaneous or Police Safety contract to include service credit for sick leave upon retirement, miscellaneous or safety members, respectively, will be included in that PERS contract amendment and the annuity program will be discontinued for that group.

45. SEVERABILITY

Should any provision in this agreement be held inoperative, void or invalid by a court of competent jurisdiction, the remaining provisions of this agreement shall not be affected thereby, and the parties agree to meet and consult over the invalidated provision.

46. SICK LEAVE

a. The City and the Unit agree that the City's sick leave policy shall be that employees shall accrue sick leave at the rate of 3.7 hours for each full pay period of service with unlimited accumulation. Said sick leave accrual shall commence at the beginning of the employee's employment with the City.

b. The programs referred to as "Non-Replenishable" and "City Administrators" sick leave authorized by Municipal Code Sections 3.08.150(b) and 3.08.210, respectively, are eliminated.

c. If, during the term of this Agreement, City General employees are granted a sick leave buy back or conversion option, then the Unit will have the opportunity to accept or reject a similar option.

d. An employee may use sick leave for a medical appointment when it is not possible to arrange such appointment during non-work time subject to the following conditions: (1) reasonable advance notice which in no event shall be less than 24 hours; and (2) subject to management approval based on operational needs.

e. An employee may use up to six days (48 hours) of available accrued sick leave per calendar year to attend to an illness of a child, parent, or spouse of the employee as provided under State law. Part-time employees may use the equivalent of six (6) months of sick leave accrual at their prorated accrual rate for such purposes. All rules for use of sick leave will apply, including those regarding physician statement requirements and use of sick leave for medical appointments.

47. STANDBY PAY

The City and the Unit agree that effective during this agreement, when an employee is officially designated by management to remain available to return to work, at any time during specific hours outside of normal working hours, the employee shall receive two hours of straight-time pay or compensatory time off for each eight hours on standby or fraction thereof. To the extent feasible, the parties agree that standby shall be assigned on an equitable basis to all eligible employees.

The City and the Unit agree that all employees will be on automatic standby duty during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, the City Council, or the City Administrator. Such automatic emergency standby shall be without compensation unless the City is reimbursed by the State or federal government for such an expenditure.

48. TERM OF AGREEMENT

The City and the Unit agree that the term of this agreement shall be forty-eight (48) months, commencing January 8, 2005 and ending January 9, 2009.

49. TRAINING

a. The parties recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to the City, the Unit, and the employees covered by this agreement. However, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator. The parties agree that employees will be trained in the use of fire prevention equipment and that a fire evacuation plan will be developed by each department for each major City facility and posted.

b. The City and the Unit agree that all direct costs for all training or instruction required by the City shall be paid for by the City provided, however, that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site.

c. Employees will be eligible to participate in the City-wide Educational Reimbursement Program.

d. The Unit shall appoint three members to serve on the Supervisory Training Advisory Committee. This Committee shall meet when necessary to recommend course content changes for supervisory training, or when management proposes substantial changes to course content. Management shall inform the Unit of any proposed changes.

50. UNIFORM MAINTENANCE ALLOWANCE

a. The City and the Unit agree that employees required by the City to wear field uniforms shall have the full cost of the uniform maintenance paid for by the City. The City retains full and complete control over the administration of the uniform maintenance program. However, City shall provide field personnel with a minimum of seven (7) and a maximum of eleven (11) uniform changes based on the employee's request and the operational needs of the department.

b. Police, Airport and Harbor Patrol supervisory personnel shall receive an annual cash uniform purchase and replacement allowance equal to the amount received by those supervised.

Employees shall be required to purchase and maintain the uniform in accordance with department standards.

51. UNIT CONVENTION ATTENDANCE

It is agreed that not more than four (4) Unit officers or delegates will be permitted to attend Unit national or State conventions or Unit-related training and skill development meetings once a year with up to three (3) days per year with pay. Attendance will be subject to approval of Department Head.

52. VACATION POLICY

a. It is agreed that vacation time earned may be taken as accrued subject to approval by the City and in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
0 - 2 years	12 days per year
3 - 5 years	15 days per year
6 - 10 years	22 days per year
11 - 15 years	25 days per year
16 & over years	28 days per year

Vacation periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and choice. No employee may accrue a vacation balance in excess of thirty-five days (280 hours) unless approved for excess accrual based upon City need or personal emergency.

The employee will submit an excess vacation accrual request and meet with his/her supervisor as soon as possible to schedule the use of the excess accrual. The proposed request shall be forwarded by the supervisor to the Department Head for review. If endorsed by the Department Head, the request shall be forwarded to the City Administrator for consideration of approval.

b. If an employee takes a minimum of eighty (80) hours of vacation during a vacation year, that employee is eligible to receive cash in lieu of up to one hundred (100) hours of vacation time. Vacation may be "cashed in" in 10-hour increments or multiples thereof only, and the amount to be cashed in will not exceed the employee's vacation balance at the end of the vacation year. Employees eligible for vacation "cash in" shall state their intentions to cash in vacation within the time frame and procedures established by the City.

c. Vacation year is defined to be the period beginning with the day after the 23rd payroll date of one calendar year, and ending on the 23rd payroll date of the following calendar year. The chart below lists the vacation year, the time sheet used to request the cashed in vacation, and the date the cashed in vacation will be paid:

<u>Calendar Year</u>	<u>Vacation Year</u>	<u>Request on time sheet for Pay Period ending</u>	<u>Paid Date</u>
2005	11/13/04 – 11/11/05	11/25/05	12/09/05
2006	11/12/05 – 11/10/06	11/24/06	12/08/06
2007	11/11/06 – 11/09/07	11/23/07	12/07/07
2008	11/10/07 – 11/07/08	11/21/08	12/05/08

Employees eligible for vacation cash in must request vacation cash in on the time sheet dates listed above.

53. WORK SCHEDULE

- a. The normal work week shall average forty (40) hours. There shall be two (2) consecutive days of rest observed after each work week subject to City needs for stand by, call back, and overtime. The Department Head shall establish a "regular" schedule for each employee with a start and quit time. Such schedule shall not be changed without forty-eight (48) hours advance notice except in emergencies. The City shall provide employees with reasonable "clean-up" time and employees shall be ready to begin work at start time. The City agrees that work outside the regularly scheduled work day or work week shall be compensated in accordance with the overtime policy contained herein.
- b. In no case shall an employee's work schedule be altered to avoid the payment of overtime earned as a result of call back after the employee's regular shift, work day, or work week ends.

54. WORKERS' COMPENSATION

- a. The City and the Unit agree that Municipal Code Section 3.08.220 shall be amended to provide that supervisory employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) calendar days.
- b. This section shall apply to any absence due to "industrial" injury or illness which begins on or after July 1, 1979.
- c. This section shall not be construed to grant employees the use of sick leave benefits in lieu of or to supplement workers compensation benefits provided herein or by State law , except as follows:

An employee who returns from an accepted work-related injury or illness to regular duty or modified duty may attend follow-up medical appointments during work hours when it is not possible to arrange such appointments on non-work time. Reasonable advance notice must be given to the supervisor, which in no event shall be less than 24 hours. Release time is subject to supervisory approval based on operational needs.

Under these conditions, to account for the lost work time to attend physician, physical therapy, chiropractic, counseling, and other physical and mental care appointments, the employee may:

1. Use accrued paid leave time (sick leave, vacation time, compensatory time, or personal leave); or
2. Use 'industrial leave without pay' if employee has no accrued paid leave time, or
3. If the employee has not reached a permanent and stationary status, the employee may elect to use "industrial leave without pay" if employee does not choose to use accrued paid leave (sick leave, vacation time, compensatory time, or personal leave). However, employees who have reached permanent and stationary status must exhaust available leave balances before being placed on leave without pay.

An employee who has not reached a permanent and stationary status and uses industrial leave without pay may be entitled to "wage loss" under workers' compensation system depending on eligibility.

The City may make changes to its Personnel Policies including, but not limited to, the Santa Barbara Municipal Code to reflect the substance of this Agreement.

55. WORKING OUT OF CLASSIFICATION

The City and the Unit agree that it is the intent of departmental management, whenever possible, to avoid working an employee out of classification for a prolonged period of time.

It is further agreed that working an employee out of classification will occur only to meet the work requirements within the City and that such out of classification work will terminate after twenty-five (25) work days in any one calendar year, or if extended beyond twenty-five (25) work days, the employee shall be compensated at the rate of the higher classification while the out of classification work continues subject to the right of employee to waive this provision based upon personal career development.

For purposes of this article, an out of classification assignment is defined as the full-time performance of the significant duties of an authorized, funded, permanent, full-time position in one classification by an employee in a position in another classification. "Significant duties" shall be as defined on the appropriate class specification.

When an employee works out of classification continuously for fifteen (15) working days or more, the City shall place a letter in the employee's personnel file acknowledging the out of classification work.

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX A : SALARY SURVEY AGREEMENT

The City will conduct a salary survey to compare the City's supervisor compensation to that offered by similar public agencies within the appropriate labor market. All reasonable efforts will be made to conclude the survey by October 15, 2005.

Survey Selection and Payment

The survey will be designed by a professional compensation analyst. The City will pay costs related to conducting the salary survey, not to exceed \$50,000. The same professional compensation analyst that designs the salary survey for managers will design the survey for supervisors, but it will be an independent survey.

The City shall have sole authority to choose the compensation analyst, determine the methods to be used in the salary survey, and direct the salary survey; however, a committee of Unit members (the Unit Survey Committee) will be formed and will be provided with opportunities to consult with and advise both the City and the compensation analyst throughout the process.

Goals

The salary survey will be designed with the goal of determining the base compensation package value that is needed to attract and retain qualified employees for supervisory positions from within the appropriate public sector competitive labor market. Consistent with this philosophy, and with the City Charter and the Santa Barbara Municipal Code (as amended), the professional compensation analyst will recommend:

- a. An appropriate public sector competitive labor market generally applicable to the City's supervisory positions;
- b. An appropriate specialized labor market for any classification for which the compensation analyst determines that a generally applicable labor market would not be appropriate;
- c. Changes to the benchmark positions the City has used in the past and/or existing internal relationships between supervisory positions;
- d. A reasonable means to recognize, or otherwise give consideration to, the relative cost of housing in Santa Barbara, if appropriate.

The Unit Survey Committee will be provided the opportunity to comment on these recommendations before they are finalized. The City shall have the sole authority to approve or disapprove the recommendations of the compensation analyst before data is collected.

Comparable Positions

Only positions for which the actual job duties and scope of responsibility are, in the judgment of the compensation analyst, sufficiently similar to the actual job duties and scope of responsibility of the benchmark City of Santa Barbara position will be compared. Similarity of job title alone will not qualify a position for comparison.

Comparable Base Salary

Base salary for the City will be compared to base salary for other agencies as of June 15, 2005 (the end of FY 2005).

Comparable Benefits

The comparable compensation package will include, in addition to base salary, the following compensation variables:

i. Applicable retirement formula. The retirement formula will be valued as a percent of base salary as follows:

- | | | |
|----|-------------|---------|
| 1. | 3% at 60: | 9.085% |
| 2. | 2.7% at 55: | 6.162% |
| 3. | 2.5% at 55: | 2.761% |
| 4. | 2% at 55: | 0% |
| 5. | 2% at 60: | -3.109% |

** For comparison purposes, the City of Santa Barbara's retirement plan will be based on the results of the 2005 2.7% at 55 election.

ii. Retirement Contributions: Any contribution the employer makes to the employee's required contributions to a PERS (or other) defined benefit retirement plan, plus the maximum employer contribution to a deferred compensation plan.

iii. Health Benefit Allowance: The greater of either (a) the maximum cash-equivalent cafeteria plan allowance, or (b) the combined maximum contribution for family medical, dental, and vision insurance premiums, including any optional benefit amount that can be used by the employee for this purpose.

In addition, the survey may take into account the relative cost of housing, if the City determines that this is appropriate. Though a value will not necessarily be assigned, the City may determine a reasonable method to give some consideration to this variable.

Implementation of Results

Once the survey is completed, and prior to implementation of any related salary equity adjustments, the Unit Survey Committee will be provided the opportunity to consider and comment to the City on the survey results.

Unless otherwise mutually agreed upon, a salary inequity for a City of Santa Barbara supervisory position will exist where the monthly comparable compensation package¹ for the benchmark classification is 1% or more below the median compensation package for that position in the comparable labor market. If a salary inequity exists for a benchmark position, the same inequity will be deemed to exist for positions benchmarked to that classification.

Equity adjustments to an individual supervisory base salary range to remedy the inequity, if any, will be implemented in addition to regular across-the-board increases over the remaining 3 years of this Agreement in the following manner:

A. If the City determines that an inequity of more than 6% of salary exists, the salary will be adjusted by the amount that the inequity that exceeds 6% upon completion of the compensation survey, but not later than January 1, 2006; and

B. If the City determines that an inequity of 6% or less of salary exists, the salary will be adjusted by up to 2% per year, in addition to cost-of-living increases, until the inequity has been remedied.

¹ "Compensation package" means the sum of those salary and benefit variable included in the survey: (1) monthly base salary ; (2) monthly value of retirement formula; (3) monthly retirement contributions; and (4) monthly health benefit contributions.

The chart below illustrates this plan:

Inequity determined as of June 2005	Plan to Remedy Inequities Increases in addition to COLAs			
	Upon Completion	Effective 4/1/06	Effective 4/14/07	Effective 4/12/08
- 2%		2%		
- 5%		2%	2%	1%
- 7%	1%	2%	2%	2%
- 9%	3%	2%	2%	2%

APPENDIX B: SUPERVISORY PERFORMANCE EVALUATION INSTRUCTIONS

INTRODUCTION

When To Do An Evaluation

Performance evaluation is an on-going process throughout the year. However, there are some specific time frames for formal evaluation:

- o All employees in the Supervisory Bargaining Unit are to have a formal performance evaluation completed by September 15 each year.
- o New or newly promoted supervisors:
 - Within first three months on the job, employee shall receive and discuss a formal list of duties.
 - At six months the first formal evaluation shall take place.
 - At nine months any areas that need improvement shall be evaluated again. If no improvement has been made, serious consideration should be given at this time to the termination or demotion of the employee, if warranted.
- o For a regular employee (one who has been in a position for one year) the list of duties shall be discussed with the employee and his/her supervisor at the beginning of each evaluation year.
- o Progress on work objectives and performance shall be reviewed with all employees six months into the evaluation. If an employee's performance is not satisfactory in any area(s) and a possible 5% salary reduction may be recommended, the employee must be given ninety days notice by June 15th of the evaluation year.

The Form

The evaluation format for Supervisory employees consists of five major sections contained in three major parts. All five sections are inter-related to varying degrees. As they cover all the important aspects of a supervisor's job, they are intended to complement each other. However, as the specific instructions and examples that follow will demonstrate, there should not be duplication in sections. For example, any of the supervisory skills listed in Section III should not be listed as a duty/work assignment in Section I.

- | | | |
|---------|------|-----------------------------|
| Part A. | I. | Job Performance Standards |
| | II. | Personal Characteristics |
| Part B. | III. | Supervisory Skills |
| | IV. | Annual Work Objectives |
| Part C. | V. | Training Goals and Comments |

In Section I., Job Performance Standards, Part A contains the same sections found on the general employee's performance evaluation form and consists of the basic evaluation of the supervisor's job performance in the duties or work assignments relative to the judgment, thoroughness and knowledge demonstrated in performing the duties.

In Section II., Specific Personal Characteristics, (Personal Growth, Dependability, Initiative and Follow-Through and Adaptability) are evaluated relative to performance.

In Section III., Supervisory Skills, the supervisor is rated in six specific supervisory skills that are essential to

successful performance: Selection and Evaluation of Employees, Training, Planning and Organizing Work of Unit, Productivity of Work Unit, Leadership, and Morale and Cooperativeness.

Section IV., Annual Work Objectives, provides the opportunity for the supervisor and his/her Superior to cooperatively select special projects or focus on some ongoing area of responsibility that needs attention. The supervisor is then rated on the completion of these Annual Work Objectives in addition to day-to-day performance.

Finally, in Section V., Training Goals, for the subsequent year are highlighted. Space is also provided for additional employer comments, employee comments and signatures.

Rating Guide

Assigning Points

The total possible score for the evaluation is one hundred points. Points shall be assigned for each section as follows:

Section I., Job Performance Standards: Thirty to fifty points. Assign the number of points chosen for Section I. by choosing points for each of the duty/work assignment categories and placing this value in the "assigned points" box for each duty/work assignment. Duty/work assignments may have different point values assigned to each category. Values should be rounded off to the nearest tenth, i.e., 5, 4.2, 4.7, etc. A minimum of thirty points must be assigned within the Job Performance Standards section. The remaining twenty points may be assigned in Section I., Job Performance Standards or Section IV., Annual Work Objectives. (See Section IV., Annual Work Objectives).

Section II., Personal Characteristics: Twenty points. A value of five points is placed in the "Assigned Points" box for each personal characteristic category.

Section III., Supervisory Skills: Thirty points. A value of five points is placed in the "Assigned Points" box for each supervisory skills category.

Section IV., Annual Work Objectives: Zero to twenty points. Assign the number of points chosen for Section IV. to the annual work objectives categories agreed upon. Place this value in the "Assigned Points" box for each annual work objective. Values should be rounded to the nearest tenth, i.e., 5, 4.2, 4.7, etc. A minimum of ten points must be assigned within the Annual Work Objectives section in order for an employee to be eligible for exemplary performance pay. (See Section I: Job Performance Standards.)

Rating

The maximum amount of points available for each category to be scored is that value indicated in the "Assigned Points" box for that category. Determine the value to be assigned and place that value in the "Rating" box for the category being rated. Values should be rounded to the nearest tenth, i.e., 5, 4.2, 4.7, etc.

Supervisory Performance Evaluation Instructions

COMPLETING THE SECTIONS

Part A

Section I., Job Performance Standards

Duty/Work Assignments

The first thing to do for a new employee (and at the beginning of each year for incumbents) is to provide a list of expected duties and explain that the employee will be rated on performance of these. Duty/work assignments are the specific tasks and responsibilities for an individual employee. The development of these duties/work assignments should occur at the beginning of the evaluation year.

The job description for the classification is a good source for examples of duties, remembering that different individuals in the same classifications can have varying duties, and that some of those "duties" might be listed in Section III. and Section IV. and should not be duplicated.

Also, it is important to remember -- and be sure the employee knows -- that Duty/Work Assignments Can Be Changed During the year to best meet the needs of the department.

There are six spaces provided on the evaluation form for duty/work assignments. You can use another form and list more than six duties as needed -- or as few as three duties could be listed as long as all duties/work assignments for the position are listed. There is no significance to the six -- just what would fit on the form!

Evaluating: Choose the number for the rating that most accurately reflects the employee's knowledge, judgment, and thoroughness for each duty/work assignment. Evaluate the extent of the employee's knowledge relative to what is necessary to perform the duty/work assignment. In terms of judgment, evaluate the extent to which the employee correctly identifies and evaluates appropriate aspects of a problem or task and then formulates sound decisions. Finally, evaluate the extent to which the employee thoroughly and accurately performs the duty, and whether the employee attends to the details of the listed duty without continuous instructions and within expected time frames. Also, provide a comment for each duty/work assignment that explains the rating you chose.

Then rate each duty/work assignment in the space provided and record an overall total in "Section I., Score: Job Performance Standards, Total ____."

Section II., Personal Characteristics

Again, choosing numbers for the rating that most accurately reflect the employee's performance, record a rating for each of the four personal characteristics and provide comments that explain the rating you choose.

Record the sum of the four ratings under "Section II., Score: Personal Characteristics, Total ____."

Section III., Supervisory Skills

This section provides the opportunity for you to assess essential supervisory skills that are independent of any duty/work assignments or personal characteristics. How good is this supervisor at selecting and training new employees? Evaluating subordinates? Planning and organizing work? What is the productivity or level of services of the work unit? Using the same rating guide, record the rating you feel most appropriately reflects the supervisory skills of the employee and provide a comment for each skill that explains the rating you choose.

Record the sum of your ratings for this Section under "Section III., Supervisory Skills, Section Total ____."

Section IV., Annual Work Objectives

The supervisor, in cooperation with the supervisor, may select some special projects or assignments for the employee to work on during the evaluation year. The quantity and quality of completion of these objectives is then rated at the end of the year and allows for a possible bonus to be earned (in conjunction with how the employee does on the rest of his/her evaluation).

Annual Work Objectives Must Be Significant Special Projects Or On-Going Work Responsibilities that Require Significant Attention or Improvement: Five (5) spaces are provided. Zero to five selected objectives may be chosen.

Each objective must be specific and detail desired results. Information such as time frames for completion of schedules, money to be saved, service to be provided or improved, and statistical data must be included as appropriate.

Merely completing the objective does not automatically rate a "High Score."

Consider difficulty of objective. Were time frames met? Were results just "ok" or was product, in fact, better than expected? If not completed, and there is no reasonable explanation, a satisfactory rating is probably not justified.

As with the Duty/Work Assignments, objectives can be changed during the evaluation year. The employee and supervisor must discuss changes. Changes in objectives should be taken into account in scoring so that work expended is not lost.

Comments must accompany the rating of each work objective. Record the sum of your rating for this section under "Section IV., Annual Work Objectives, Section Total ____."

Part C

Section V., Training Goals

List specific areas in which you (and the employee) feel training would be beneficial. These could be areas rated "Improvement Needed," something related to new duty/work assignments, or new procedures or equipment that have or will be coming into the work unit.

Evaluator Comments: Space is provided for any additional or overall comments the evaluator wishes to make.

Employee Comments: Space is provided for the employee to express agreement or disagreement with the evaluation.

Signatures: Evaluation must be signed after completion by the employee, evaluator and the Department Head.

Supervisory Performance Evaluation Instructions

SCORING

The total possible points for the evaluation is one hundred (100). Space is provided at the end of each section for calculating the score of each section.

Section I. score, and Section II. score = Part A score

Section III. score, and Section IV. score = Part B score

Sum of Part A score + Part B score = final score. (round down from 0.1 to 0.4 and round up from 0.5 to 0.9)

Qualification for Merit Increase

In order to qualify for a merit increase, the employee's score must meet all of the following criteria:

1. Minimum score of 70% of the points originally assigned to Part A.
2. Minimum score of 70% of the points originally assigned to Part B.
3. No one area is rated significantly deficient in any of the first four sections.

New or Newly Promoted Supervisors may qualify for a prorated merit increase.

% of prorated merit increase = # of months/12 months x 5%

- a. Employees in a position six (6) months or more as of September 15th will receive a prorated merit increase if they meet the qualification for merit increase standards.
- b. Employees in a position less than six (6) months as of September 15th will receive a formal evaluation and may qualify for a merit increase at the subsequent September 15th review date.

Example: 15 months/12 months x 5% = 6.25% merit increase for 15 months service.

- c. An exception to the method outlined in 3 (b) of this section will be made where an employee is appointed or promoted directly to the "D" (4th) salary step for the new classification. In this case, the supervisor in the new position less than six (6) months as of September 15th will receive an evaluation and be eligible for a merit increase (if the supervisor meets the qualification for merit increase standards) at the conclusion of one year in that position. That individual will not have to wait until the following September.

Reduction in Salary

An evaluation score of less than 60% of the points originally assigned in any section may result in a 5% salary decrease. A salary decrease cannot be recommended without a minimum ninety (90) day notice prior to the employee's September 15th evaluation.

Supervisory Performance Evaluation Instructions

EXEMPLARY PERFORMANCE PAY

(PROGRAM CURRENTLY SUSPENDED- SEE ARTICLE 11)

Qualifications

Exemplary performance pay is available to supervisory employees who complete their annual work objectives during the evaluation period. To qualify for Exemplary Performance Pay a supervisor must:

- Have ten (10) points assigned in Section IV., Annual Work Objectives and complete to the satisfaction of the evaluator all Annual Work Objectives.
- Receive an overall score of eighty-five (85) points on the Supervisory Performance Evaluation.
- Employee must be in current supervisory classification position one full year, i.e., from the beginning of the pay period following September 15 of evaluation year and continuing through the full pay period following the next September 15.

Amount

Awards will be a percentage of the supervisor's current annual salary as defined in the chart listed below. Exemplary pay will be awarded in a lump sum payment to qualified individuals by October 22 each year.

85	Points	2.0%
86	Points	2.2%
87	Points	2.4%
88	Points	2.6%
89	Points	2.8%
90	Points	3.0%
91	Points	3.2%
92	Points	3.4%
93	Points	3.6%
94	Points	3.8%
95 - 100	Points	4.0% Maximum

APPEALS

Process

The following is recommended as the process for reviewing complaints regarding performance evaluations:

Complaints regarding a performance evaluation may be discussed with the next highest level of supervisor above the individual initiating the evaluation and taken to Department Head for final review.

APPENDIX C: CATASTROPHIC LEAVE POLICY (SUPERVISORS)

- I. **PURPOSE:** To establish a program whereby City employees can donate vacation and/or compensatory time to:
 - A. The sick leave banks of permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic off-duty illness or injury; or
 - B. The vacation leave banks of permanent full-time and permanent part-time employees who are caring for a spouse, child or registered domestic partner who has a catastrophic illness or injury.
- II. **DEFINITION:** A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her applicable accumulated leave balances.
- III. **POLICY:** City employees may donate vacation and/or compensatory time to a permanent full-time or permanent part-time employee if:
 - A. An employee experiences a catastrophic illness or injury or must care for a spouse, child or registered domestic partner who has a catastrophic illness or injury which requires the employee to be absent from work for an extended period of time;
 - B. The employee has nearly exhausted all applicable leave balances (sick, vacation, personal leave, and compensatory time in the case of the employee's off-duty catastrophic illness or injury; vacation, personal leave and compensatory time due to caring for a spouse, child or registered domestic partner who has experienced a catastrophic illness or injury);
 - C. The employee or if incapacitated, the legally recognized representative has agreed to accept the donation if approved by the Department Head and the City Administrator;
 - D. The Department Head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate; and
 - E. State and federal income tax on the value of vacation and/or compensatory time donated shall be deducted from the recipient employee's pay at the time the hours are used.
- IV. **PROCEDURES:**
 - A. A request is made by the recipient employee or if incapacitated, the legally recognized representative to the Department Head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to the employee exhausting all of his/her applicable paid leave balances so that time donated may be utilized immediately upon exhaustion of the employee's leave balances, but not before.
 - B. Upon approval of the Department Head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative will sign the "Request to Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.
 - C. The employee or if incapacitated, the legally recognized representative will be required to provide verification of the catastrophic illness or injury from an attending physician before

and while using time donated under this program. All information provided by the attending physician will remain confidential.

- D. The request for donations shall occur in three month intervals and may be extended up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury, based upon approval of the Department Head and City Administrator.
- E. Donated vacation and/or compensatory time shall be converted and credited to the recipient's applicable leave bank in equivalent hours based upon the recipient's base hourly rate. (e.g., employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. B's applicable leave bank is increased by 2 hours for each hour donated by A.)
- F. Employees will use the "Donation of Vacation and/or Compensatory Time" form to submit donations of vacation and/or compensatory time directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor's and recipient's paid leave balances.
- G. All donations of vacation and/or compensatory time shall be in increments of 4 hours or more (e.g. 4, 8, 12 hours) and shall be made in three month increments. An employee may not donate vacation or compensatory time which would reduce his or her total accrued combined balance of vacation, compensatory time, personal leave and sick leave to less than 120 hours after the donation.
- H. The donation of vacation and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury, any balance will revert to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy.
- I. A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

APPENDIX D: CHILD CARE PERSONNEL POLICIES

CITY OF SANTA BARBARA

CHILD CARE PERSONNEL POLICIES

February 20, 1990

Note: A leave or reduced schedule approved under one of these policies runs concurrently with any applicable leave entitlements under the FMLA/CFRA Family and Medical Leave Policy.

CONTENTS

1. Maternity Leave Policy
2. Parental Leave Policy
3. Flexible Leave Policy
4. Alternative Work Schedules
5. Job Sharing
6. Part-time Work
7. At-home Work

1. MATERNITY LEAVE (medical leave)

The City of Santa Barbara is committed to providing time off from work, so far as possible, to employees during pregnancy and following childbirth.

Maternity leave requests, including both medical and non-medical components (see section on Parental leave for information regarding non-medical leave), must be submitted to the City Administrator via the Department Head at least 30 days in advance. The requirement for 30 days advance notice may be waived when warranted by unexpected medical circumstances. Pursuant to state law, maternity leaves for medical reasons will be granted for up to four (4) months and may be extended up to a maximum of one (1) year subject to the operational needs of the department as determined by the Department Head. All medical leaves must be verified by a doctor's certificate of disability.

When an employee is physically disabled from work due to pregnancy or following childbirth, the employee will obtain a doctor's certificate of disability indicating the dates when the employee will be physically unable to work. When physically disabled, the employee may use sick leave or other paid leave. An employee disabled due to pregnancy or childbirth may request an unpaid leave of absence for medical reasons once her sick leave and other paid leave balances total less than forty (40) hours. A doctor's note listing the dates of the disability must be submitted with the medical leave request. Any leave of absence greater than 7 days must be approved in advance by the City Administrator.

The City will coordinate an employee's use of State Disability Insurance (SDI) with City paid leave which allows employees on maternity leave and covered by SDI to extend the use of their paid leave time.

When an employee is on medical leave of absence due to pregnancy, the City will continue to pay the employer portion of the insurance for the first ninety (90) days of the medical leave of absence. Thereafter, an employee will have to pay both the employer and the employee portions of her insurance.

2. PARENTAL LEAVE (all employees, non-medical leave)

The City recognizes that after the birth or adoption of a child, it is important for a parent to be with his or her child. As a result, the City encourages Department Heads to accommodate requests for parental leaves to care for a newborn or newly adopted child.

Parental leaves shall be with pay if the employee has leave balances of vacation, personal leave, or compensatory time. An employee may request a parental leave of absence without pay when the employee's paid leave balances total less than forty (40) hours (see section on Maternity Leave for information regarding medical leave related to pregnancy and childbirth).

Parental leave requests must be submitted to the City Administrator via the Department Head at least 30 days in advance. When requested, parental leaves will be approved for a length of time sufficient to provide the employee a minimum of one (1) month absence from work. Any medical leave related to pregnancy and child birth (maternity leave) will not be counted in the minimum one (1) month. The scheduling of parental leave is subject to the approval of both the City Administrator and Department Head based on the operational needs of the department. Extension of the parental leave of absence may be granted, subject to the approval of the City Administrator, via the Department Head. The total duration of the combined medical and parental leaves of absence cannot exceed one year.

Employees are encouraged to discuss their time off needs with their supervisors as early as possible. Employees are also encouraged to save their vacation, personal leave, and compensatory time for use during a parental leave. Temporary waivers of the minimum annual vacation use and maximum vacation accrual will be considered to assist prospective parents in building their leave banks.

While on parental leave of absence without pay, an employee will have to pay both the employer and

employee portions of his or her insurance.

3. **FLEXIBLE LEAVE POLICY** (All Employees)

Employees may use accrued personal leave, vacation, comp time, to respond to emergency needs for spouse or dependent*, such as illness, child care or elder care. The employee shall notify his/her supervisor immediately of the nature of the emergency. Approval for leaves under this policy shall not be unreasonably withheld. Advance approval for spouse or dependent illness is not required.

* For purposes of this policy, a dependent is one who is a dependent pursuant to IRS regulations.

4. **ALTERNATIVE WORK SCHEDULES** (All employees)

The City believes that alternative work schedules are viable options to meet personal needs in areas such as child care and transportation where such schedules continue to meet the operational needs of the department.

Individual employees may request alternative work schedules which meet their personal needs and the operational requirements of the department. Alternative schedules may be different daily work hours or a different work week. Approval for reasonable alternative work schedules is subject to the operational needs of the department as determined by the Department Head. The continuation of such schedules shall be subject to Department Head review with reasonable input from affected employees.

5. **JOB SHARING** (All Employees)

The City recognizes that job-sharing may facilitate the balancing of employees' personal needs with their job responsibilities. As a result, the City encourages Department Heads to attempt to accommodate requests for job-sharing subject to the operational needs of the department as determined by the Department Head.

An employee may request that his/her full-time position be redefined as a job-sharing position to be filled by two permanent part-time employees. Requests for job sharing positions shall be submitted to the Department Head and require final approval by the City Administrator and City Council.

Job sharing positions may be discontinued at the discretion of the Department Head, with 30 days notice to affected employees.

6. **PART-TIME WORK** (All employees)

An employee may request to work on a part-time basis. A request to work part-time for a limited duration is subject to the operational needs of the department as determined by the Department Head. The Department Head may grant part-time assignments of limited duration. Extensions of part-time assignments will be considered upon employee request.

All part-time assignments may be periodically reconsidered by the Department Head. If the Department Head determines additional hours are required in the position, the employee will be given thirty days notice of the requirement to work increased hours.

Part-time assignments must be a minimum of 20 hours per week. Part-time regular employees receive paid

insurance benefits and paid leave benefits prorated based on the number of hours worked.

To change an employee from full-time to part-time status requires a Personnel Action Form (PAF) and notification to the Human Resources.

7. AT-HOME WORK (All employees)

With prior approval of the Department Head and review by Risk Management, an employee may request to work at home on a limited-term basis. All requests will be subject to the operational needs of the department as determined by the Department Head. Increased City liability including safety and workers' compensation issues will be closely reviewed prior to granting at-home work requests.

Requests for work schedules which include working at home for part of the regular work week may be submitted to the Department Head. Authorization for such schedules for either a predetermined or indefinite length of time will be made based on the following criteria:

- a) the operational needs of the department work site must be met adequately;
- b) the job duties must be such that work can be accomplished at home;
- c) proper equipment and supplies necessary to the job assignment can be provided at reasonable cost;
- d) sufficient measures of productivity can be determined;
- e) efficient and effective methods can be established for supervisory review of work assignments; and
- f) the employee can be contacted at home during predetermined work hours.

Plans for meeting each of these criteria should be submitted in writing to the Department Head for evaluation. Once approved, at-home work schedules are subject to periodic review and may be discontinued at the discretion of the Department Head, with fourteen (14) days notice to the employee.